

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 48A, § 478 1/2.

In the introductory language of this section, the requirement that an insurer offer "to provide coverage" for loss is substituted for the former requirement that an insurer offer "an optional provision that the insurer is liable" for loss for brevity.

Defined terms: "Insurer" § 1-101
"Policy" § 1-101

19-202. LIABILITY COVERAGE FOR FAMILY DAY CARE PROVIDERS.

AN INSURER THAT ISSUES OR DELIVERS A POLICY OR CONTRACT OF HOMEOWNER'S LIABILITY INSURANCE IN THE STATE SHALL OFFER TO PROVIDE TO A POLICYHOLDER, WHO IS REGISTERED AS A FAMILY DAY CARE PROVIDER UNDER TITLE 5, SUBTITLE 5, PART V OF THE FAMILY LAW ARTICLE, COVERAGE OF AT LEAST \$300,000 FOR LIABILITY THAT RESULTS FROM BODILY INJURY, PROPERTY DAMAGE, OR PERSONAL INJURY ARISING OUT OF AN INSURED'S ACTIVITIES AS A FAMILY DAY CARE PROVIDER.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 48A, § 481D(a).

The requirement that an insurer offer "to provide" coverage is substituted for the former requirement that an insurer offer "the option of purchasing" coverage for brevity.

The former reference to a family day care "home" provider is deleted to conform to the terminology used in Title 5, Subtitle 5, Part V of the Family Law Article and for consistency within this section.

Defined terms: "Insurer" § 1-101
"Policy" § 1-101

19-203. PROVISIONS FOR PAYMENT OF MEDICAL EXPENSES.

A POLICY OR CONTRACT OF HOMEOWNER'S LIABILITY INSURANCE THAT CONTAINS A REPRESENTATION THAT THE INSURER WILL PAY ALL REASONABLE MEDICAL EXPENSES INCURRED FOR BODILY INJURY CAUSED BY AN ACCIDENT TO AN INDIVIDUAL COVERED BY THE POLICY OR CONTRACT MAY NOT BE ISSUED UNLESS THE POLICY OR CONTRACT ALSO PROVIDES THAT THE INSURER WILL PAY ALL MEDICAL EXPENSES INCURRED WITHIN 3 YEARS AFTER THE DATE OF THE ACCIDENT.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 48A, § 481 1/2.

The defined term "insurer" is substituted for the former reference to an "insurance company" to conform to the terminology used throughout this article.

The term "individual" is substituted for the former reference to "persons"